

Douglas, State of Kansas. with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Miller and wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Eighty Three and 3/100 Dollars, according to the terms of a certain promissory note this day executed and delivered by the said William Miller and wife to the said parties of the second part for said sum of \$83.50 to draw 10% from date of even date herewith and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part their executors, administrators or assigns; and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part or their heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hands and seals the day and year last above written.

Signed and Delivered in Presence of
H. H. Howard

W. C. Miller [seal]
Rosa Miller [seal]

State of Kansas)
County of Douglas) ss.

Be it Remembered, That on this 19 day of February, A. D. 1887 before me, H. H. Howard, a Notary Public